

# **Agreement Regarding the Social Security Administration Ticket to Work Program**

**Between**

**The Wisconsin Division of Vocational Rehabilitation**

**And**

**TakeCharge Vocational Rehabilitation Services, LLC.**

## **Purpose**

This Cooperative Agreement is entered into by the Wisconsin Division of Vocational Rehabilitation (hereinafter called DVR) and TakeCharge Vocational Rehabilitation Services, LLC (hereinafter called AAATakeCharge) regarding the Social Security Administration Ticket to Work Program.

The goals of the agreement are:

- To recognize that the ticket belongs to the ticket holder.
- To protect DVR's ability to recover a Social Security beneficiary's rehabilitation costs via Social Security's traditional cost reimbursement method when a consumers' rehabilitation costs to DVR exceed \$10,000.
- To ensure that AAATakecharge's shared payment option is presented to targeted DVR consumers whose rehabilitation costs to DVR were at or below \$10,000 thereby increasing the probability that these targeted DVR consumers will choose to become AAATakeCharge consumers under this DVR/AAATakeCharge shared payment agreement.
- To provide a benefit to DVR consumers who succeed in leaving the Social Security disability rolls by enabling consumers whose costs to DVR were \$10,000 or less to share in Ticket outcome payments.
- To minimize DVR's administrative burden associated with the Ticket Program.

## **Background**

DVR offers a comprehensive array of services to individuals with disabilities, some of whom may be ticket holders. DVR has traditionally been able to recover costs associated with a Social Security beneficiary's rehabilitation when that beneficiary participates in a program of DVR services and then achieves Substantial Gainful Activity for 9 months out of 12 months.

AAATakeCharge offers a unique patented distance delivered shared payment service that allows ticket holders to receive a portion of their Ticket payments if the consumer is successful in obtaining employment that allows the consumer to go off of Social Security cash benefits.

DVR recognizes that as the Ticket to Work law and regulations are currently written, it is possible for DVR to provide an array of expensive services, play a critical role in assisting Social Security beneficiaries to achieve Substantial Gainful Activity and then be unable to recover costs associated with those outcomes should those beneficiaries assign their Tickets to AAATakeCharge prior to DVR being able to submit for cost reimbursement. Without changes to AAATakeCharge's current Ticket acceptance policy, AAATakeCharge provides individual consumers with a means of generating revenue for themselves which simultaneously deprives DVR of traditional cost reimbursement revenue. The cost reimbursement revenue lost to DVR could, in some cases, far exceed any revenue likely to accrue to the individual Ticket holders via AAATakeCharge's shared payment system.

AAATakeCharge recognizes that DVR has the ability to easily identify and communicate with DVR consumers who are Ticket holders and can provide them with information about the existence of AAATakeCharge's shared payment option.

DVR and AAATakeCharge both recognize the value of providing Ticket holders with the opportunity to receive post-employment cash which the consumer can use to purchase a variety of goods and services that will help them remain in the workforce. DVR and AAATakeCharge further recognize that providing consumers with a significant portion of Ticket payments gives them a powerful incentive to produce wage documentation required by Social Security for Ticket payments.

The agreement presented below is designed to capitalize on the unique strengths of DVR and AAATakeCharge to the benefit of the DVR consumer, AAATakeCharge and DVR.

## **The Agreement**

### **Responsibilities of AAATakeCharge**

- AAATakeCharge will inform Ticket holders via AAATakeCharge's web-site and contract that any consumer who has been a client of DVR during the prior 12 months will not be accepted by AAATakeCharge for AAATakeCharge's 75% shared Ticket payment plan. AAATakeCharge will advise such consumers to contact DVR to learn of an alternative AAATakeCharge/DVR shared payment plan for which they may qualify. The only DVR clients not covered by this new AAATakeCharge acceptance policy will be those DVR consumers whose Tickets were accepted by AAATakeCharge prior to the date at which this agreement is signed.
- AAATakeCharge will accept the DVR consumer's Ticket application under the DVR and AAATakeCharge agreement when DVR verifies that the consumer's rehabilitation costs to DVR were \$10,000 or less according to the SSA method for calculating cost reimbursement.
- AAATakeCharge will provide the consumer with a signed copy of their contract with AAATakeCharge.
- AAATakeCharge will notify Wisconsin DVR of the individuals who have signed their plans with AAATakeCharge that were referred by DVR.
- AAATakeCharge will finalize the ticket assignment to AAATakeCharge through Maximus.
- AAATakeCharge will obtain from the ticket holder the required wage documentation.
- AAATakeCharge will submit the documentation to Maximus on a regular basis.
- AAATakeCharge will receive all paybacks from the Social Security Administration.
- AAATakeCharge will distribute the paybacks to DVR and the ticket holder as per the chart contained in this agreement. Paybacks to DVR will occur on a regular basis but no less frequently than monthly and detail the amount being paid against each consumer and for what month the amount is being paid.
- AAATakeCharge will refer the individual for follow up services if the individual notifies AAATakeCharge that they are no longer working and would like assistance from DVR to obtain other employment.

## **Responsibilities of DVR**

- DVR will provide full and complete explanations to the ticket holder of their options under this agreement at the time of plan development, at closure, and on an ongoing basis as required.
- DVR will maintain appropriate records concerning the costs of an individual rehabilitation program and make these available to the ticket holder on request.
- DVR's will prepare the total cost of the program using the guidelines of the Social Security Administration for the cost reimbursement program.
- DVR will provide follow services as necessary and requested by the individual, including opening up a new case and developing a new plan as may be necessary. These costs will not be added to the costs previously developed as long as the consumer has received at least one payment from AAATakeCharge. If the consumer is employed again in the future, AAATakeCharge payments to DVR and the consumer may continue until the full 60 months is obtained or the individual begins to receive benefits again.

## Joint Responsibilities of AAATakeCharge and DVR

- AAATakeCharge and DVR will jointly approve informational material disseminated to DVR consumers explaining the AAATakeCharge/DVR shared payment option. Such material will include both print and web based information.
- To ensure that DVR consumers prohibited from enrolling in AAATakeCharge's traditional shared payment option do not participate in that plan and cause a loss of revenue to DVR, AAATakeCharge and DVR will develop a mutually acceptable timetable and method of exchanging information such that DVR and AAATakeCharge can easily identify any DVR consumers attempting to obtain Ticket reimbursement under an AAATakeCharge shared payment plan for which the DVR consumer is ineligible.
- DVR and AAATakeCharge will develop a mutually agreed upon method of identifying any consumers whose rehabilitation cost less than \$10,000 but whose case still might have gone through DVR's traditional cost reimbursement process to determine why the consumer declined to participate in a shared payment option which gives them the largest portion of Ticket payments.

The consumer's eligibility for this AAATakeCharge/DVR shared payment program will depend upon the costs incurred by DVR in support of the consumer's rehabilitation. If a consumer's rehabilitation cost to DVR was greater than \$10,000 then the consumer is not eligible for any AAATakeCharge plan and DVR will use a traditional cost - reimbursement approach to recovering costs. For consumers whose rehabilitation costs to DVR were \$10,000 or less, the consumer will be referred to AAATakeCharge to participate in a shared outcome payment plan.

The following schedule for sharing outcome payments among the three parties will be adopted:

### SSI Consumers

VR	\$ 36.00	19%	\$ 2,160.00	VR	\$ 147.00	46.37%
AAATake Charge	\$ 30.00	16%	\$ 1,800.00	AAATake Charge	\$ 45.00	14.20%
SSI Consumer	\$ 125.00	65%	\$ 7,500.00	SSDI Consumer	\$ 125.00	39.43%
	\$191.00	100%	\$11,460		\$317.00	100%

### SSDI consumers

The above schedule will be adjusted annually to reflect the increase in the cost of living added by Social Security to the Ticket payments. The adjustment will be made in the same proportion as outlined in the groups identified above. AAATakeCharge and DVR will develop the annual amendment to reflect these adjustments.

## **Current Ticket Holders for DVR and AAATakeCharge**

DVR will provide current Ticket Holders who already have signed an IWP with information concerning the AAATakeCharge/DVR agreement.

## **Termination of Agreement**

Either party may terminate this agreement with 60 days written notice to the other party. Consumers and DVR will continue to be paid for individuals enrolled before the written notice or reach a negotiated settlement at the time of termination. Consumers, DVR and AAATakeCharge will continue to be provided paybacks according to the agreed upon schedule until the individual completes their 60 months or they are no longer eligible for payback. This will continue unless both parties agree to an alternative arrangement.

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Charlene Dwyer, Administrator,  
Wisconsin Division of Vocational Rehabilitation

Date:

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M.J. Willard, President  
TakeCharge Vocational Rehabilitation Services, Ltd.

Date: